



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

bears. *Held*, that the rule imposing absolute liability on the keeper of animals *ferae naturae* does not apply to the defendant. *Molloy v. Starin*, 191 N. Y. 21.

If carriers were required to receive dangerous animals, they should not be under absolute liability for damage, since it seems unjust to impose an insurer's duty upon one who must assume a burden already perilous. *Cf. Jackson v. Baker*, 24 D. C. App. Cas. 100. It is settled, however, that carriers may refuse to accept freight of a dangerous character. *Cal. Powder Works v. A. & P. R. R. Co.*, 113 Cal. 329. The transportation of animals *ferae naturae* and of explosives is often necessary, and imposing absolute liability would act as an undesirable deterrent on carriers. Responsibility irrespective of negligence seems to have been imposed originally from a feeling that the keeping of such things was improper and was in itself an offense. *Muller v. McKesson*, 73 N. Y. 195. Mere temporary possession was sufficient, and carriers or bailees for any purpose have been charged regardless of caution. *Marsel v. Bowman*, 62 Ia. 57; *The Lord Derby*, 17 Fed. 265. The reasoning of the present decision, however, would relieve from liability many keepers for limited purposes, and in this seems justifiable; for public opinion no longer requires discrimination against keepers of ferocious beasts. *Cf. Marquet v. LaDuke*, 96 Mich. 596. Furthermore the result accords with the trend of modern American authority to do away with absolute liability in the use of land and of explosives. *Brown v. Collins*, 53 N. H. 442; *Sowers v. McManus*, 214 Pa. St. 244.

CARRIERS — DISCRIMINATION — DISTRIBUTION OF CARS. — In computing the distribution of its cars in a time of shortage, the defendant railroad failed to count the fuel cars sent to certain mines by foreign railroads to be filled for them. *Held*, that such fuel cars must be counted in determining the quota to be allotted each shipper. *R. R. Com. of Ohio v. The Hocking Valley Ry. Co.*, 12 Interst. C. Rep. 466.

Under the Interstate Commerce Act coal carriers must distribute their cars in proportion to the capacity of the mines of the district. *United States v. W. Va. Northern R. Co.*, 125 Fed. 252; 25 STAT. AT L. 855. The method by which such quotas should be determined was considered in two recent cases. *United States v. B. & O. R. Co.*, 154 Fed. 1c8; *Logan Coal Co. v. Penn. R. Co.*, 154 Fed. 497. In both it was held that cars provided by a shipper should be counted as part of such shipper's quota, on the ground that the transportation of such cars occupied the railroad to the detriment of other shippers. Since it is the duty of the carrier to furnish vehicles of transportation, it is bound to subject a shipper who does not supply vehicles to no disadvantage. *Rice, Robinson and Winthrop v. Western N. Y. & P. R. Co.*, 3 Interst. C. Rep. 162. In one case the principle was not applied to foreign fuel cars. *United States v. B. & O. R. Co.*, *supra*. But the other case supports the present ruling. *Logan Coal Co. v. Penn. R. Co.*, *supra*. It is difficult to see any ground for making a distinction between the fuel cars and the individual cars. Under any other rule than that of the present case the carrier would be discriminating in favor of the mines to which fuel cars were sent.

CARRIERS — LIMITATION OF LIABILITY — BREACH OF CONDITION PRECEDENT AS AFFECTING EXEMPTION. — A ship having collided while docking, water entered and damaged the cargo between decks, and then, owing to a defect in the ship, continued into the hold and there damaged other goods. The charter-party exempted the owner from liability for accidents in docking. *Held*, that the charterer may recover only the damage due to the unseaworthiness. *The Europa*, [1908] P. 84.

This decision appears to go on the ground that the charterer having received substantial performance can now no longer treat the unseaworthiness as a breach of condition precedent. The court distinguishes a recent English case in which deviation, though assumed not to be the cause of the damage, was held to be such a breach of condition precedent as to deprive the shipowners of the contract exemption from liability. *Thorley, Ltd. v. Orchis S. S. Co., Ltd.*, [1907] 1 K. B. 660; see 20 HARV. L. REV. 325. But in that case the deviation